

**CALIFORNIA PARTICIPATING ADDENDUM  
AMENDMENT #2  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
SPRINT PCS  
MASTER PRICE AGREEMENT  
13-00115**

1. **Scope** is modified as follows: All eligible purchasers within this government or education entity (State of California employees are not able to purchase from this contract) are authorized to purchase products and services under the terms and conditions of this price agreement.

2. Changes to the terms and conditions of the signed California Participating Addendum are as follows:

A. By mutual agreement of the Department of General Services and Sprint PCS, Paragraph 7 is modified as follows:

- 1) The remaining 1 year option to extend the contract is changed to four, three-month options to extend.
- 2) Extend the contract term ending December 31, 2005 with an option to extend an additional six months.
- 3) Use of this contract is restricted to only already existing service plans or monthly agreements for all State agencies with the exception of Constitutional Officers, the University of California, the California State University, the Lottery Commission, the Public Employees' Retirement System, the State Teachers' Retirement System, the State Compensation Insurance Fund and other independent state entities.

B. Item 2, (a), California General Provision. The following changes/additions have been incorporated to the California General Provision, revised dated January 15, 2003 attached:

- 1) California General Provision No. 2, Assignment has been revised.
- 2) California General Provision No. 5, Termination for Non-Appropriation of Funds has been revised.
- 3) California General Provision No. 4, Payment Provisions has been renamed to read Required Payment Date, and has been revised.
- 4) California General Provision No. 6, Examination and Audit has been revised.
- 5) California General Provision No. 14, Forced, Convict and Indentured Labor has been renamed to read Sweatfree Code of Conduct, and has been revised.
- 6) California General Provision No. 17, Americans with Disabilities Act has been revised.

7) The following five provisions have been added to the California General Provisions:

- Provision 20. Compliance with Statutes and Regulations has been added.
- Provision 21. Electronic Waste Recycling Act of 2003
- Provision 22. Use Tax Collection
- Provision 23. Expatriate Corporations
- Provision 24. Domestic Partners

8) Item 2 (m), California Participating Addendum. The following is added to State of California Quarterly Report requirement. Payment of the administrative fee by Contractor shall be made to DGS irrespective of reimbursement by each participating entity.

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**C. Item 4 is modified as follows:**

Primary Contact: The primary state government contact for this participating addendum is as follows:

**Theresa LeClaire  
Multiple Award Program  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605  
(916) 375-4383 (voice)  
(916) 375-4663 (fax)  
theresa.leclaire@dgs.ca.gov**

- D. Item 6 is added as follows: The State may terminate this contract at any time upon one-month prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective. Early Termination Fees may apply, in accordance with terms and conditions of the Master Price Agreement, as modified.**
- E. Item 7 is added as follows: At the State's sole option, the Department of General Services, (DGS) reserves the right to invoke negotiations pursuant to Public Contract Code Section 6611. Contractor shall participate, in good faith, in such negotiations, in the spirit of reaching mutually acceptable negotiated terms.**
- F. Item 8 is added as follows: Changes to this contract at the purchase order level are not allowed.**
- G. Contractor certifies that it, and its agents, subsidiaries, partners, joint venturers, and subcontractors for this procurement have complied with Section 1, Chapter 8.6 Public Resources Code §42490 et seq. and any regulations adopted pursuant to Section 1, Chapter 8.6 of the Public Resources Code or to demonstrate that Section 1, Chapter 8.6 of the Public Resources Code is inapplicable to all lines of business engaged in by the contractor, its agents, subsidiaries, partners, joint venturers, or subcontractors.**

Yes ☒ No ☐ Inapplicable\* ☐

**\* Contractor must include in the bid information that demonstrates that Section 1, Chapter 8.6 of the Public Resources Code is inapplicable to all lines of business engaged in by the contractor, its agents, subsidiaries, partners, joint venturers, or subcontractors. Failure of a contractor to provide information to adequately demonstrate that this Chapter is inapplicable shall result in their disqualification from this procurement."**

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**H. Item 9 is added as follows:**

The primary Sprint PCS customer contact for this Participating Addendum is changed to:

**Gray Sigler  
Sprint PCS  
816 Mahogany Drive  
Minden, NV 89423  
Phone: (866) 450-2080  
gray.r.sigler@mail.sprint.com**

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

This Participating Addendum and the Price Agreement together with its amendments (Amendment #1, #2) and exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its amendments and exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its amendments and exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

**IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.**

State of California:

By: Rita Hamilton

Name: Rita Hamilton

Title: Deputy Director

Date: 9/30/2005 10/07/05

**GENERAL SERVICES  
LEGAL SERVICES** *h.m.*

Sprint PCS

By: P. McKay

Name: Patty McKay

Title: Sr. Contracts Admin.

Date: 9-28-05

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**WESTERN STATES CONTRACTING ALLIANCE**  
**WIRELESS COMMUNICATION SERVICES AND EQUIPMENT**  
**SPRINT PCS**  
**MASTER PRICE AGREEMENT**  
**AMENDMENT #1**  
13-00115

1. Scope: All eligible purchasers within this government or education entity (State of California, including its authorized employees and representatives) are authorized to purchase products and services under the terms and conditions of this price agreement.

2. Changes: Changes to the terms and conditions of the signed Master Price Agreement are as follows:

- a. Paragraph 7 is modified as follows: The agreement is effective January 15, 2003 through June 30, 2005 and may be mutually renewed for one (1) additional one-year term unless terminated pursuant to the terms of this agreement. In no event shall this agreement remain in effect beyond June 30, 2006.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

CONTRACTOR: SPRINT PCS

By: \_\_\_\_\_

By: \_\_\_\_\_

MICHELLE OGATA

Name: \_\_\_\_\_

ACQUISITIONS BRANCH MANAGER

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_